

EXHIBIT

A

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 49	
2. CONTRACT (Proc. Inst. Ident.) NO. WB11W4-07-D-0010		3. EFFECTIVE DATE 07 Sep 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. WB11W4-04-R-LNG			
5. ISSUED BY CDR, HOUSSAINSCOM 8825 BELUAH ST. FORT BELVOIR VA 22060-5246		CODE WB11W4		6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, state and zip code) AEGIS MISSION ESSENTIAL PERSONNEL, LLC b6 4319 EASTON WAY COLUMBUS OH 43219-6170				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (1 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3CKA8		FACILITY CODE		11. SHIP TO/MARK FOR CDR, HOUSSAINSCOM b6 8825 BELUAH ST. FT. BELVOIR VA 22060-5246		12. PAYMENT WILL BE MADE BY OFAS COLUMBUS CENTER SOUTH ENTITLEMENT CPNS P O BOX 182284 COLUMBUS OH 43218-2284	
CODE WB11W4		CODE HQ0038					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							b4
16. TABLE OF CONTENTS							
(X) SEC	DESCRIPTION		PAGE(S)	(X) SEC	DESCRIPTION		PAGE(S)
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X C	DESCRIPTION/ SPECS/ WORK STATEMENT		8 - 22	J	LIST OF ATTACHMENTS		
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X E	INSPECTION AND ACCEPTANCE		24	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X F	DELIVERIES OR PERFORMANCE		25	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		
H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated hereon. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference hereto. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number WB11W4-06-R-0009 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER b6 CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA b6			
19C. DATE SIGNED				20C. DATE SIGNED 08-Sep-2007			
BY (Signature of person authorized to sign)				BY (Signature of Contracting Officer)			

NSN 7540-01-152-4069

PREVIOUS EDITION UNUSABLE

26-107

GPO (2003) O - 469-794

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STANDARD FORM 26 (REV. 4-83)

Prescribed by GSA
FAR (48 CFR) 53.214(a)

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Dollars, U.S.	UNIT PRICE UNDEFINED	MAX AMOUNT UNDEFINED
0003	Personal Services CPAF Personal services will be performed IAW contract with prior Contracting Officer's approval FOB: Destination				
				MAX COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	\$0.00
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY UNDEFINED	UNIT Dollars, U.S.	UNIT PRICE UNDEFINED	MAX AMOUNT UNDEFINED
0002	Contractor Manpower Reporting CPAF CONTRACTOR MANPOWER REPORTING COST IAW paragraph H.18 FOB: Destination				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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**MANAGEMENT AND SUPPORT OF TRANSLATION AND INTERPRETATION SERVICES
OPERATION ENDURING FREEDOM – AFGHANISTAN (OEF-A)**

This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of this solicitation govern.

"Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available." Funds for FY06 are not available. Award will not be made in FY06. Contract award will be made in FY07, when funding becomes available. The Government anticipates an award for the Operations Enduring Freedom – Afghanistan (OEF-A) competitive contract between October 2006 and December 2006. Proposals shall be submitted with an Acceptance Period (block 12, SF 33) indicating that the offeror's proposal is valid through 31 December 2006. The Government anticipates providing advance notification of the selected awardee to all interested parties prior to receipt and availability of appropriated OMA funding.

The proposals for (OEF-A) are due 1300 hours, 1:00 p.m. eastern standard time on August 14, 2006. See section L for specific details concerning additional specific delivery instructions.

This procurement will fulfill the requirements for management services necessary to rapidly and securely recruit and deploy skilled contract linguists with various foreign language capabilities to provide translation and interpretation services on the basis of full and open competition. The purpose of this requirement is to procure performance-based services for the rapid recruitment and deployment of foreign language Interpretation and Translation type services in support of the U.S. Army, acting as the Executive Agent for DoD for translator and interpreter services. The performance based statement of work will cover foreign language interpretation and translation services in support of the United Army, its Unified Commands (USEUCOM, USCENTCOM, USOUTHCOM, USNORTHCOM, USPACOM), attached forces, combined forces and joint elements who are executing the military mission known as OEF-A and other U.S. Government agencies who are supporting the OEF-A mission. To the extent that a service required for performance of DOD Executive Agent responsibilities is not covered by the scope of work, it may be added subsequent to receiving the necessary approval to do so. The solicitation for these services is available at <http://www.inscom.army.mil/contracting/index.asp>.

Linguist services are required to permit our forces to communicate effectively with the local populace, gather information for force protection, and interact with foreign military units. Since these operations do not have predefined or predictable work locations, hours, or duration, the contractor shall provide interpretation and translation services as required by the supported forces up to 24 hours per day, 7 days per week for all operations. Linguists shall be at the specified site for a minimum of 8 hours per day, and may be extended for up to 12 hours, and on call for the remaining 12 hours, depending on mission requirements. Contractor personnel will be required to live and work in harsh and hostile environments, and remain in the operations area for as long as is required. All requirements will be identified in individual written task orders issued by the INSCOM Contracting Officer. The contractor shall be responsible for the execution of the contract requirements and for conducting a security review for each employee supporting the contract requirement in any capacity, regardless of security clearance

C 0 03

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requirement.

The contract to be awarded under this solicitation will be indefinite delivery, indefinite quantity (IDIQ) for a five-year period in which orders may be executed. The initial order has a three month base performance period, with nineteen one-quarter (1 quarter = 3 months) options. Additional orders may be executed during the five year period depending on funding and the specific need being appropriate to the IDIQ scope of work. Due to funding constraints Task Orders may require a series of options to allow for continued performance.

Task Orders will be issued as Cost Plus Award Fee orders. An order may require linguist services based on man-hours, man-days, man-months, man-years, task completion or number of linguists.

Award of the IDIQ Contract will be made to the responsible Offeror whose proposal is determined to be the Best Value to the Government based on the evaluation factors, which consist of Management, Past Performance, and Cost. Selection of the successful Offeror will be based on a comprehensive evaluation to determine the responsible Offeror whose proposal is considered the best value to satisfy Government requirements and objectives at a reasonable, realistic, and affordable cost. The Statement of Work is structured to yield an Indefinite Quantity, Indefinite Delivery (IDIQ), task order type contract providing three skill categories of linguists to provide required interpreter and translator services for the various specified contract required languages (SCRL) worldwide.

The evaluation of proposals under this RFP to select the Best Value Offeror for award of the IDIQ Contract will substantially be accomplished through an assessment of Offeror proposals to perform the following Task Order:

1. Task Order 1 will have a base period of 3 months, which includes a 90 day transition period with 19 one-quarter options.

Offeror proposals under the Management, Past Performance and Cost Factors will substantially address performance of this task order. The Cost Factor assessment of Offeror proposals will be an evaluation of the most probable cost to the Government to perform the above Task Order.

Upon award of the IDIQ Contract, the Government intends to award the above Task Order based on the proposal submitted by Offeror which resulted in selection for award of the IDIQ contract.

Inquiries. All questions or comments regarding this solicitation from potential Offerors should be submitted by email to: b6

Schedule of Events. It is requested that all Offerors submit the Past Performance information 15 days prior to the formal RFP closing date specified in Block 8 of Page 1 as described in Section 9 of the Standard Form 33, and Section L of the solicitation document. (See para L.11, Factor 2.2.1.) It is requested that all Offerors submit the Financial Capability information 15 days prior to the formal RFP closing date specified in Block 8 of Page 1 as described in Section 9 of the Standard Form 33, and Section L of the solicitation document. (See para L.12, Factor 3.3.9)

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The selected Offeror should anticipate starting work immediately upon award. Offerors are cautioned that once proposals are submitted they will need to respond quickly to any exchanges that may be needed.

It is planned that once the formal RFP is issued, that 45 days later proposals will be required to be submitted. Interested Offerors should plan their proposal development process accordingly. It is anticipated that the evaluations will be complete and the selections made by late October, early November. Once the selections are made they will be announced. Awards cannot be made until funds are available which is anticipated in October, November 2006.

The Offeror's proposal shall be in accordance with the instructions provided in Section L of this solicitation.

CONTRACT MAXIMUM AND MINIMUM VALUES The guaranteed minimum order(s) under this contract is b4 The maximum of all orders under the contract is b4

End of Executive Summary.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

Translation and Interpretation Services

CPAF

OEF-Afghan Management and Support of Translation and Interpretation Services

CPAF

Management and Support of Translation and Interpretation Services in support of OEF-Afghan. All work will be done LAW the Performance Work Statement (PWS) in the contract. The ceiling amount for the total five years of this contract which includes any options is b4

FOB: Destination

PURCHASE REQUEST NUMBER: W911W4-04-R-LING

MAX COST	b4
BASE FEE	b4
SUBTOTAL MAX COST + BASE	b4
MAX AWARD FEE	b4
TOTAL MAX COST + FEE	b4

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
0003		\$		\$
0002		\$		\$

CONTRACT TYPE
CONTRACT TYPE

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B1. CONTRACT TYPE/VALUE

This is a Cost Plus Award Fee (CPAF) IDIQ contract. The minimum value of services that will be ordered on this contract is [b4]. The maximum of all orders under this contract is [b4]. The specific linguist services may be bought on the basis of man-hours, man-days, man-months, man-years, task completion or linguists based on the specific task order.

B.2 AWARD FEE

A base fee of [b4] will apply, with a maximum award fee of [b4] and a potential total fee of [b4]. At the time of contract award, the award fee and the total fee will not be identified by percentages but will be set out in a dollar amount.

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Section C - Descriptions and Specifications

STATEMENT OF WORK

Section C - Descriptions and Specifications

STATEMENT OF WORK

TRANSLATION AND INTERPRETATION MANAGEMENT SERVICES-OPERATION
ENDURING FREEDOM (OEF)-AFGHANISTAN
PERFORMANCE BASED WORK STATEMENT (PWS)

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6.0	<u>Definitions</u>

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1.0 SCOPE

The Contractor shall provide program management services necessary to rapidly and securely recruit and deploy foreign language interpretation and translation services in support of United States Army, its Unified Commands (USEUCOM, USCENTCOM, USSOUTHCOM, USNORTHCOM, USPACOM), attached forces, combined forces, and joint elements who are executing the military mission known as Operation Enduring Freedom-Afghanistan (OEF-A) and other U.S. Government agencies who are supporting the OEF-A mission.

Contract linguist services allow our forces to communicate with the local populace, gather information for Force Protection, and interact with other foreign military units. This requirement includes performance-based services for the rapid recruitment and deployment of foreign language interpretation and translation type services in support of the U.S. Army, acting as the Executive Agent for DoD for translator and interpreter services. The interpreters and translators will be required to accompany military units during military missions. Service required within the scope of this contract includes skilled interpreters and translators in support of OEF-A related intelligence operations. To the extent that a service required for performance of DOD Executive Agent responsibilities is not currently covered by the scope of work, it may be added subsequent to receiving the necessary regulatory approval(s). This effort requires skilled contract linguists with various foreign language capabilities to support current intelligence efforts.

The required interpretation and translation support services do not have predefined or predictable work locations, hours, or duration. Contractor personnel may be required to live and work in harsh and hostile environments, and may be required to remain in the area of military operations for the duration of that mission. The Contractor may be required, in the event of extraordinary conditions, to provide interpretation and translation services to their assigned military unit or organization up to 24 hours per day, seven (7) days per week. During ordinary conditions, interpreters and translators shall work at their assigned site for a minimum 8 hours per day, which could be extended to 12-hours and to on-call status for the remaining 12-hours. The contractor program manager and all contractor on-site representatives shall be available 24 hours per day.

The Contractor shall perform interpretation and translation support services only as specified under individual task orders. The contractor shall not commence work on any effort unless authorized via a written task order signed by the Contracting Officer.

All contract services will be provided in accordance with the terms and conditions of individual Task Orders that will be used by Intelligence and Security Command.

2.0 PROGRAM MANAGEMENT

The contractor shall be responsible for the execution of the contract from Order execution through Recruitment, Deployment (to include CONUS Replacement Center (CRC) processing),

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Quick Reaction Capability (QRC) tasks, On-Site Management, and Quality Control (inclusive of the complete range of supporting administrative, budgetary, security, and logistical tasks inherent in this function).

2.1 Recruitment

2.1.1 Specified Contract Required Languages (SCRL)

The Contractor shall provide translation and interpretation services for various specified contract required languages (SCRL) worldwide. Shown below is a list of the SCRL languages that are currently required. This list is neither all-inclusive nor final.

- Arabic-Modern Standard (AD)
- Arabic/French (AD/FR)
- Arabic/Somalia (AD/SM)
- Arabic/European (AD/ZZ)
- Arabic-Syrian (AP)
- Arabic-Egyptian (AE)
- Arabic-Gulf Dialect (DG)
- Arabic/Korean (AD/KP)
- Arabic/Kurdish (AD/KU)
- Arabic-Mahgrebi (AM)
- Arabic-Saudi (AN)
- Arabic-Yemeni (AU)
- Arabic/Polish (AD/PL)
- Assamese (AS)
- Baluchi (BI)
- Bengali (BN)
- Arabic Iraqi Bulgarian (DG/BU)
- Arabic Iraqi Mongolian (DG/MV)
- Arabic Iraqi Polish (DG/PL)
- Arabic Iraqi Spanish (DG/QB)
- Arabic Iraqi Romanian (DG/RQ)
- Arabic Iraqi Russian (DG/RU)
- Arabic Iraqi Ukrainian (DG/UK)
- French (FR)
- Hindi (HJ)
- Kurdish (KU)
- Nepalese (NE)
- Pashtu (PU)
- Pashtu/Urdu (PU/UR)
- Persian-Afghan (Dari) (PG)
- Persian-Farsi (PF)
- Somali (SM)
- Somalia/Amharic (SM/AC)

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- Tagalog (TA)
- Tamil (TC)
- Turkish(TU)
- Turkomen (UB)

Specific languages required will be identified by individual task orders. More specific information relative to the different Linguist categories and the location of these Linguists will be provided as an attachment to this document. See Attachment 4, Staffing Chart IDIQ Contract Level, and the Staffing Chart to the individual task order.

[Note: Languages listed above that utilize a slash instead of a dash (i.e., Arabic/Korean and Arabic/Polish) require the translator to be skilled in both languages and capable of translating between the identified languages, as well as from the identified languages into English.]

2.1.2 Contractor Pre-Screening

The contractor pre-screening process initiates the screening process for all candidate linguists. Linguists must possess certain skills, and meet specific security and medical requirements. The contractor shall pre-screen each applicant to ensure that each individual meets these requirements. The results of the pre-screening shall be fully documented. Each pre-screening shall include the following reviews:

2.1.2.1 General Skills Review

Consecutive interpretation, into, from and between the required language(s);
 Written translation of general and technical material into and from English and SCRL;
 Interpreting aptitude, while maintaining integrity and meaning of material;
 Transcription of aural SCRL language material into written form;
 Ability to write and speak using clear and concise grammar to and from the required (SCRLs);
 Capable of providing idiomatic translations of non-technical material using correct syntax an expression from English to the SCRL language(s) or vice versa;
 Ability to conduct consecutive and accurate interpretation and translations of on-going conversations and activities;
 Familiarity with and ability to conduct oneself in accordance with local culture and customs;
 Ability to deal unobtrusively with local populace;
 Familiarity with and adherence to standards of conduct as prescribed by U.S. Army instructions, this contract, and laws of host nation(s) in performing work assignments;
 Willing and able to live and work in harsh (to include combat) environments;
 Ability to provide the cultural and ethnic context of their translations and interpretations and advise the supported commanders and organizations on the cultural and ethnic significance of statements, conversations, situations, documents, etc.; and
 Ancillary professional skills (e.g. medical, scientific, general education, engineering, legal).

2.1.2.2 Linguist Category Skills Review

Category I (CAT I).

CAT I linguists shall have native proficiency in the SCRL (level 4 to 5) as defined by the Interagency Language Roundtable (ILR), and a working proficiency (ILR level 2+) in English.

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CAT I linguists may be locally hired or from a region outside of the Area of Operations (AO) (especially for SCRL languages not indigenous to the AO) and will not require a security clearance. However, all CAT I linguists will be screened by Government designated personnel in accordance with the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition and Deployment dated April 1998. The Government will review each linguist's background and determine if the linguist shall be allowed to work in that capacity.

Category II (CAT II)

CAT II linguists shall have native proficiency in the SCRL (ILR level 4 to 5) and a working proficiency in English (ILR level 2+). CAT II linguists shall be U.S. citizens who have been screened by Government designated personnel. CAT II linguists will be granted interim access to SECRET by the Defense Security Service or other designated U.S. Government Personnel Security authority for the specific purpose of providing support under this contract. This interim access is not transferable to other government contracts or agencies.

Category III (CAT III)

Native proficiency in the SCRL language is preferred for Category III linguist, but is not required. CAT III linguists shall meet at a minimum the criteria of ILR level 3. CAT III linguists shall be able to understand the essentials of all speech in a standard dialect and have broad enough vocabulary that he/she rarely has to ask for paraphrasing or explanation. CAT III linguists shall be able to follow accurately the essentials of conversations between educated native speakers, reasonably make and answer telephone calls, understand radio broadcasts, news stories similar to wire service reports, oral reports, some oral technical reports and public addresses on non-technical subjects. CAT III linguists shall be fluent in English. CAT III linguists shall be U.S. citizens who either possess a TOP SECRET Security Clearance with access to Sensitive Compartmented Information (TS/SCI), or who, after prescribed counterintelligence screening, have been granted by the U.S. Government at a minimum, an interim TS clearance with interim access to SCI. This interim access is not transferable to other government contracts or agencies.

CAT I, II, and III:

All categories of linguists and support personnel shall be subject to Counter Intelligence/Force Protection (CI/FP) screening/re-screening at any stage of employment and at any time with and without notice and may be selected for polygraph screening or re-screening at the discretion of the Government. CI/FP Screening may include, but is not limited to: background checks and interviews, credit checks, criminal records checks, immigration records checks, other agency name checks, and substance abuse checks (including urinalysis, breathalyzer, blood tests, and other appropriate instruments). All deployed contractor personnel must have current and valid passports and obtain appropriate country visas and work permits.

2.1.2.3 Security Review

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The Contractor shall conduct a security review for each employee. Security procedures for granting and maintaining SECRET and TOP SECRET clearances for contract linguist personnel, as well as linguists not requiring a security clearance will be governed by the Department of the Army Policy on Counterintelligence and Security Support to Contract Linguist Acquisition dated APR 98.

The results of this review shall be documented in a Security Questionnaire [Standard Form (SF) 85P, or 86 as appropriate] with two signed copies forwarded to the Government to be used during the Counter Intelligence/Force Protection Security Review. Only the names of the candidates that have a reasonable probability of obtaining the level of security clearance necessary for the position to which they will be assigned shall be submitted to the Government. The security review shall address at a minimum, the following basic areas:

- Pending criminal or civil actions (including divorce/child custody proceedings)
- Felony arrest record
- Alcohol related arrest within the last five years
- Any involvement in hate crimes
- Involvement in any group or organization that espouses extra-legal violence as a legitimate means to achieve an end
- Dual or multiple citizenships
- Illegal use, possession, or distribution of narcotics or other controlled substances
- Financial credit checks to include comprehensive resolution of debt (bankruptcy) documentation

2.1.2.4 Medical Requirements

2.1.2.4.1 Pre-deployment and Post-deployment Medical Evaluation

All personnel deploying to an AOR through a CRC shall be medically and psychologically fit for deployment and for performance of their contracted duties. (See DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Army Forces, E3.1). The Contractor shall ensure the completion of all medical and dental requirements prior to arrival at the deployment CRC. Minimum medical and dental standards are identified at DoDI 3020.41, 4.8.1 and include dental records, DNA analysis and immunizations. Individuals who are deemed not medically qualified at the CRC or during the deployment process or require extensive preventative dental care will not be authorized to deploy. Conditions that usually preclude granting of medical clearances are identified at DoDI 3020.41, E3.10. Upon return from deployment, Contractor Personnel may be required to obtain Post-deployment medical screening or evaluation consistent with the established procedures of the CRC pursuant to the terms of an individual Task Order; or in lieu thereof, may be provided with other post-deployment medical evaluation direction, in writing by the Contracting Officer.

2.1.2.4.2 Medications and Eyewear

The Contractor shall ensure that Contractor Personnel deployed to an AOR through a CRC who are taking medications for chronic medical conditions, have sufficient quantities of their medication to last for the duration of their assignment in the AOR. The Contractor shall also

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ensure that Contract Personnel deployed to an AOR through a CRC who wear eye glasses, deploy with not less than two pairs of replacement eye glasses.

2.1.2.4.3 Medical Screening and Evaluation of Other Contract Personnel

The Contractor shall ensure that medical screening and evaluation is performed for all Contractor Personnel that are hired in the AOR, or that are not deployed to the AOR through a CONUS CRC, in order to preclude the assignment of personnel who are unable to perform their assigned responsibilities, or who could potentially cause infection of US military forces or other Contractor Personnel. The medical screening and evaluation shall be performed, at a minimum, for the following:

- (a) testing and detection of communicable diseases and other diseases known to be prevalent in the local region where recruited and where assigned;
- (b) current, up-to-date record of vaccinations and immunizations, as appropriate for the areas where assigned;
- (c) active tuberculosis;
- (d) hepatitis;
- (e) Human Immunodeficiency Virus (HIV), subject to applicable law and host nation requirements;
- (f) tests, as appropriate, for current usage of narcotics and illegal drugs, consistent with applicable law and host nation requirements.

The Contractor shall maintain a record of individual Contractor Personnel medical screening and evaluations, which shall be provided to the COR, upon request. NOTE: local physicians in some AORs, where contingency operations are being performed, may not be reliable sources for screening, evaluation and medical records due to locally rampant corruption. In the event that any medical record is determined to be false or fraudulent, the Contracting Officer may direct that the Contractor Personnel be removed pursuant to DFARS 252.225-7040(g) without prejudice to other Government rights, including the Termination for Default clause.

2.1.2.5 Successful Review Process

Contractor shall only be reimbursed for those candidates that successfully complete the screening process or for failed candidates where the contractor has properly completed and documented the required contractor pre-screening of candidates. If the contractor cannot demonstrate for failed applicants that they have properly completed and documented the required contractor pre-screening, then the cost for candidates who do not successfully complete the entire screening process will not be allowable or allocable under this contract.

2.2 Deployment

The contractor shall ensure that the following tasks are performed for each deployed employee.

- All personnel obtain and maintain the necessary travel documents (i.e., passport, travel documents, visas, country clearances, work permits, etc.).

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- All personnel adhere to the standards of conduct established by the operational or unit commander.
- All personnel are briefed on adherence to all laws and regulations of the host nation(s).
- All personnel are provided appropriate transportation, if Government transportation is not available.
- All personnel, including subcontractors, shall comply with all (i) Battlefield Services, Department of Defense, regulations, directives, instructions, policies, and procedures, in particular AR 715-9 and FM 3-100.21, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements), that are applicable to the contractor in the area of operations.
- Contractor personnel may NOT possess weapons in the AOR unless authorization is obtained pursuant to DFARS 252.225-7040.

2.3 Quick Reaction Capability (ORC):

The contractor shall have the capability to rapidly provide replacement personnel from among its other employees until such time as permanent personnel can be provided. This change shall be coordinated with the COR. The Contractor shall have available at the request of the COR or Requiring Activity a list (List of Linguists/Personnel Matrix – see C 4.0 DELIVERABLES – Contract Data Requirement List) of all linguists providing services under this contract. The listing shall be current and accurate at all times and include at a minimum: name, social security number (if U.S. citizen), start date of service, anticipated end date of service, language(s) for which employed, region of assignment, current unit of assignment, category, date and status (interim or final) of security clearance (if applicable), and any other information the Contractor deems pertinent and important. This report (List of Linguists/Personnel Matrix) shall also include a matrix, which illustrates by task order(s), the number of filled and unfilled positions, actual end date of service under current task order and start date on new task order. This matrix shall be prepared in contractor format and submitted to the COR weekly, or as required.

2.4 On-Site Management

The contractor shall provide on-site managers that are fluent in English with a security clearance level equal to or higher than the linguists working in their region of responsibility. These managers are likely to be deployed in combat environments and will possess skills necessary to interact with military officials. On-site managers shall use the U.S. Army Civilian Tracking System (CIVTRACKS) program, or like database as directed by the government, for accountability of all deployed personnel in support of military operations (unless the deployment location of the individual is classified). An updated list (List of On-Site Managers – see C 4.0 DELIVERABLES – Contract Data Requirement List) of on-site managers shall be prepared in contractor form and submitted to the COR within 24 hours of assignment of newly hired site managers. The list of on-site managers and their addresses (to include e-mail), and telephone numbers within their assigned area of operations shall be provided to the COR when available and whenever changes occur. Should a site manager position be vacated, the contractor shall notify the COR within 24 hours of who is assuming the responsibilities of that position pending

the hire of a new site manager. The Contractor shall ensure that field sites have as part of their on-site management teams at least one staff member with a security clearance level equal to or higher than the linguists working in their region of responsibility.

2.5 Performance Standards

2.5.1 Quality Control

The contractor shall develop and document a quality control plan (Quality Control Plan – see C 4.0 DELIVERABLES – Contract Data Requirement List) that identifies potential and actual problem areas. The Contractor shall implement a complete quality control program that identifies potential and actual problem areas in providing requirements of the contract as specified, and the results of corrective actions taken throughout the life of the contract. The basic tenet of the plan is that the Contractor is responsible for quality. All methods, policies, procedures, and forms shall support this concept. The Contractor shall provide a Quality Control Plan (QCP) that contains, as a minimum, the items listed in below.

- a. A description of the inspection system to cover all services in Section C-5 hereof. Description shall specify areas to be inspected on both a scheduled or unscheduled basis and the titles/positions of the individuals (based on the proposed contract operational organizational plan) that will be responsible for the inspection.
- b. A description of the methods to be used for identifying deficiencies in the quality of services performed under this contract and methods to be used to implement corrective actions.
- c. A description of the records to be kept to document inspections and corrective or preventive actions taken. The records of inspections shall be made available to the Contracting Officer or designated representative.
- d. A description of methods of direct and indirect communications with the Government or "feedback" regarding contract performance and actions taken to any deficiencies discovered. The communications shall include regular and formal meetings with the Government as well as informal communications.
- e. The finalized QCP shall be submitted to the Contracting Officer for review within thirty (30) days of issuance of a task order or as otherwise specified in the task order. The Contracting Officer will notify the Contractor of acceptance or required modifications to the plan. The Contractor shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 working days prior to effective date of the change. The quality program shall be subject to Government review. The Government may find the QCP "unacceptable" whenever the contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 15 days from receipt of notice that QCP is found "unacceptable". The contractor will deliver a monthly quality control program report (Quality Control Program Report - see C 4.0 DELIVERABLES – Contract Data Requirement List) detailing problem areas, corrective actions and results. The Quality Control plan(s) shall be approved by the Contracting Officer.

2.5.2 Quality Assurance

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The Contractor is required to submit Daily and Monthly Status Reports (Daily Status Report and Monthly Status Report – see C 4.0 DELIVERABLES – Contract Data Requirement List).

The Daily Status report shall be submitted by 1200 EST hours. The report shall provide a by-order summary of linguists deployed indicating total requirements versus on-hand fill. This report shall be delineated by location (if unclassified), user/supported unit or agency (if unclassified), category of linguists and SCRL, with totals, by-order number, indicated on a summary page. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative) and the COR. Additionally the Contractor shall provide detailed information on any necessary travel.

The Monthly Status Report shall be submitted by the 15th of each month. The report shall provide a summary of linguists deployed during the previous (monthly) period to include number, categories, languages and deployment region; status of security clearance processing; a summary of costs by Task Order/CLIN/SUBCLIN under the contract to include an estimated cost-to-complete. The contractor shall include an estimate by month for the remaining months of the order. This estimate shall include and separately identify the estimates for any associated corrective actions. The Monthly Status Report shall also include the numbers and names of any linguists killed during the previous month along with the names and description of injuries for linguists evacuated out of theater. Information on linguists killed or injured in support of classified agencies and locations will be provided as a separate annex. The monthly report shall also provide highlights or areas of concerns or problems in the contract, if any. The report shall be prepared in contractor format and submitted to the Contracting Officer (or delegated representative), COR. Additionally the Contractor shall provide detailed information on any necessary travel.

2.5.3 Quality Assurance Plan

The contractor shall assure that the processes, procedures and methodologies he establishes to maintain quality control as identified in the QCP are implemented and that contractor management, the COR and the PCO have access to the management control processes established to maintain the effectiveness of the system.

2.5.4 Performance Requirements Summary

2.5.4.1 The Performance Requirements Summary (PRS) is utilized to establish the minimum performance standards for meeting the services listed in the Performance Work Statement (PWS).

2.5.4.2 The PRS has been developed where possible, to cover required services rather than the individual performance of tasks. Each listed service will pass or fail based on the acceptability of the tasks, which comprise that service. The purpose of this Performance Requirements Work Matrix found at 3.0 is:

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Column 1: Contains a list of those requirements, which shall be inspected for Contractor performance. The absence of any contract requirement from the PRS, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default".

Column 2: Defines the standard of performance for each listed requirement.

Column 3: Sets forth the maximum allowable degree of deviation from acceptable performance for each listed requirement.

Column 4: Identifies the primary method(s) of surveillance.

3.0 PERFORMANCE REQUIREMENTS SUMMARY WORK MATRIX

Required Service (Performance Objective)	Performance Standard	Acceptable Quality Level	Sample Method of Performance Assessment
1. Initially deploy or re-deploy interpreters and translators and management staff in response to critical mission requirements in accordance with movement instructions per PWS.	Arrive at designated place of duty with all required and necessary documentation, equipment, training, logistical support, information, etc., required to begin work not later than the time and date specified on movement and deployment orders.	Shall meet standard 95% of the time.	Random inspection. Review of CIVTRACKS or equivalent database. Review customer feedback reports. Review of contractor reporting.
2. Maintain CIVTRACKS or equivalent database per PWS.	Maintain accurate, up-to-date CIVTRACKS database information for all deployed contractor personnel.	<ul style="list-style-type: none"> • Shall maintain CIVTRACKS or equivalent database with 98% accuracy. • Makes database modifications within 24 hours of change event. 	<ul style="list-style-type: none"> • Random inspection. • Review of CIVTRACKS or equivalent database. • Review customer feedback reports. • Review contractor reports.
3. Pre-screen applicants per PWS.	Fully pre-screen all applicants to meet General skills, and medical requirements.	• 2% or less of candidates deployed are found to have	<ul style="list-style-type: none"> • Random inspection. • Review Security Monitor database.

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		<p>disqualifying security, technical, professional, or medical conditions.</p> <ul style="list-style-type: none"> • 98% of security documentation submitted for screening is complete and accurate. • 60% of applicants screened by Gov's will be successfully deployed. 	<ul style="list-style-type: none"> • Review Counter-Intelligence Force Protection interview reports. • Random review of contractor pre-screening records. • Review contractor pre-screening questionnaire and process.
4. Submit candidate names for national agency name trace and security screening per PWS.	Submit sufficient numbers of potentially qualified persons to satisfy task order requirements. Shall submit the lesser of 150 applicants or 120% of existing requirements.	Shall submit no less than 90% of required weekly numbers of candidates within 7 days of receipt of task order for languages indigenous to the area of deployment, in 14 days for languages not indigenous to the area of deployment, if OCONUS.	<ul style="list-style-type: none"> • Random inspection. • Review of Security Monitor database. • Review of Program Manager records.
5. Submit cost proposals for urgent task orders or Quick Reaction Capability Tasks in a timely manner per PWS.	On demand, prepare and deliver cost proposals for urgent task orders within 48 hours.	100% of cost proposals are delivered within 48 hours for urgent task orders or Quick Reaction Capability Task.	<ul style="list-style-type: none"> • Review Program Manager's records. • Review Contracting Officer's records. • Review COR records.
6. Contractor's ability to stay within negotiated costs as proposed.	Total invoices for individual efforts or Orders have little deviation from Task Order estimated cost.	Total invoices for individual efforts or Orders are within 10% of total costs as	<ul style="list-style-type: none"> • Review of invoices. • Review Contracting Officer's records.

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		negotiated.	• Review COR records.
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4.0 DELIVERABLES Data deliverables shall be developed and delivered as specified in the individual task orders. Performance relating to data deliverables is not required and is not funded at the contract level.

<u>Type of Report</u>	<u>Para. Ref.</u>	<u>Frequency</u>	<u>Distribution</u>
Daily Status Report	2.5.2	Daily	PCO/COR
Monthly Status Report	2.5.2	Monthly	PCO/COR/ACOR
Quality Control Plan	2.5.1	Within 15 days of Award	PCO/COR
Quality Control Program Report	2.5.1	Monthly or As Required	PCO/COR/ACOR
Medical Examination Results	2.1.2.4	As Required	PCO/COR
List of Linguists/Personnel Matrix(updated)	2.3	As Required	PCO/COR/ACOR
List of On-Site Managers	2.4	Within 24 hours of Assignment	PCO/COR/ACOR
Security Questionnaire	2.1.2.3	As Required	PCO/COR
Award Fee Self Evaluation	RFP, Section H	See para. 4.5 of Award Fee Plan	PCO/COR

5.0 APPLICABLE DOCUMENTS

5.1 Army Regulation 611-6, Army Linguist Management, 16 Feb 1996 and Appendix D, Interagency Language Roundtable Language Skill Level Descriptions (See C.2.1.2.2.)

5.2 Army Regulation 40-501, Standards of Medical Fitness (See C.2.1.2.4.)

5.3 DOD 4525.6-M, Department of Defense Postal Manual (AUG 2002) (See Attachment 5, C.3.3.1 for location of document.)

5.4 DOD 1000.13, Identification (ID) Cards for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals, (DEC 1997) (See Attachment 5, C.3.3.2 for location of document).

5.5 AR 715-9, Contractor's Accompanying the Force, and FM 3-100.21, Force Protection, (ii) US Host Country, local and international laws and regulations and (iii) treaties and international

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agreements (e.g. Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements).

5.6 See references at H.12 for guidance.

6.0 DEFINITIONS

6.1 Administrative Contracting Officer (ACO) - The official Government representative delegated authority by the Contracting Officer to administer a contract after its award.

6.2 Procuring Contracting Officer (PCO) - The person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

6.3 Contracting Officer's Representative - An individual designated in writing by the Contracting Officer to act as an authorized representative of the Contracting Officer to perform specific contract administrative functions within the scope and limitations as defined by the Contracting Officer. COR is attached to, and directly supervised by the Requiring Activity.

6.4 Government Furnished Property/Equipment - property in the possession of or directly acquired by the government and subsequently made available to the contractor shall be managed in accordance with FAR Part 45.

6.5 Quality Assurance - Those actions taken by the Government to assure that the quality of purchased goods and services received are acceptable in accordance with established standards and requirements of the contract.

6.6 Quality Control - Actions taken by the Contractor to control the production of goods or services to meet the requirements of the contract.

6.7 Requiring Activity - For this contract the Requiring Activity is the Commander, U.S. Army Intelligence and Security Command, ATTN: IACS-CL, 8825 Beulah Street, Fort Belvoir, VA 22060-5246.

6.8 User - The U.S. Force, unit or organizations that receive the benefits of the services provided by this contract.

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

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Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-SEP-2007 TO 06-SEP-2012	N/A	CDR. HOUSAINSCOM b6 8825 BEULAH ST. FT. BELVOIR VA 22060-5246 b6 FOB: Destination	W81GNN
0002	POP 07-SEP-2007 TO 06-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81GNN
0003	POP 07-SEP-2007 TO 06-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81GNN

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Section I - Contract Clauses

CONTRACT CLAUSES

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-5	Facsimile Proposals	OCT 1997
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-24	Limitation Of Government Liability	APR 1984

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52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	
52.223-10	Waste Reduction Program	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	MAR 2005
52.227-1	Authorization and Consent	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUL 1995
52.227-10	Filing Of Patent Applications--Classified Subject Matter	AUG 1996
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JAN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	APR 1984
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1996
52.230-2	Cost Accounting Standards	MAR 1990
52.230-6	Administration of Cost Accounting Standards	APR 1998
52.232-1	Payments	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	APR 1984
52.232-18	Availability Of Funds	JUN 1996

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52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	APR 1984
52.232-25	Prompt Payment	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	MAY 1999
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	DEC 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	JUN 1985
52.239-1	Privacy or Security Safeguards	APR 1984
52.242-1	Notice of Intent to Disallow Costs	AUG 1996
52.242-3	Penalties for Unallowable Costs	APR 1984
52.242-4	Certification of Final Indirect Costs	MAY 2001
52.242-13	Bankruptcy	JAN 1997
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	JUL 1995
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 1996
52.245-1	Property Records	JUL 2004
52.245-5	Government Property (Cost-Reimbursement Time- And-Materials, Or Labor Hour Contracts)	APR 1984
52.246-25	Limitation Of Liability--Services	MAY 2004
52.247-63	Preference For U.S. Flag Air Carriers	FEB 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2003
52.248-1	Value Engineering	APR 2003
52.249-6	Termination (Cost Reimbursement)	FEB 2000
52.249-14	Excusable Delays	MAY 2004
52.251-1	Government Supply Sources	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	APR 1984
252.201-7000	Contracting Officer's Representative	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 1991
252.204-7000	Disclosure Of Information	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	DEC 1991
252.204-7004	Central Contractor Registration (52.204-7)	APR 1992
Alt A	Alternate A	
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	NOV 2001

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252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	SEP 2004
252.215-7000	Pricing Adjustments	MAR 1998
252.223-7004	Drug Free Work Force	DEC 1991
252.225-7002	Qualifying Country Sources As Subcontractors	SEP 1988
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7005	Identification Of Expenditures In The United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2002
252.225-7041	Correspondence in English	APR 2003
252.225-7042	Authorization to Perform	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	APR 2003
252.228-7000	Reimbursement for War-Hazard Losses	JUN 1998
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	DEC 1991
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7006	Subcontracting	JUN 1997
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	JUN 2004
252.241-7001	Government Access	DEC 1991
252.242-7000	Post award Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 1998
252.245-7001	Reports Of Government Property	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 1994
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	MAR 2000 OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

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(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than b4 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

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- (1) Any order for a single item in excess of b4
- (2) Any order for a combination of items in excess of b4 or
- (3) A series of orders from the same ordering office within one day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum". (Note: The "minimum" and the "maximum" are set out at B.1.)
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 5 years from the award of the contract.
(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

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- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or

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(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

www.arnet.gov/far/loadmainre.html

www.acq.osd.mil/dpap/dars/dfar/index.htm

http://farsite.hill.af.mil/farsite_alt.html

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

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(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Theater of operations means an area defined by the combatant commander for the conduct or support of specific operations.

(b) General. (1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support. (1) The Combatant Commander will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations unless the terms of this contract place the responsibility with another party.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with

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patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. military forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(3) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center.

(4) Country and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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(f) Processing and departure points. Deployed contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list. (1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment. (1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant

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Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(3) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

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(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery. (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. military forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful Offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

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(2) If a successful Offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

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****Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.**

*****Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).**

******Corporation, individual, or other person, as appropriate.**

*******Enter "none" when all data or software will be submitted without restrictions.**

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause --

(1) Captured person means any employee of the Contractor who is --

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

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(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either --

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) United States comprises geographically the 50 states and the District of Columbia.

(4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of --

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

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- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, material man, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--

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(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S.

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Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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